

JS 44 (Rev. 12/07)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<b>I. (a) PLAINTIFFS</b> Koresko Law Firm, P.C.  <b>(b) County of Residence of First Listed Plaintiff</b> <u>Montgomery</u> (EXCEPT IN U.S. PLAINTIFF CASES)  <b>(c) Attorney's (Firm Name, Address, and Telephone Number)</b> 200 W. Fourth St., Bridgeport, Pa. 19405	<b>DEFENDANTS</b> Hubert Brown  County of Residence of First Listed Defendant <u>Newton, Kansas</u> (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.  Attorneys (If Known) Mannion Prior, LLP
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<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) <table style="width: 100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input checked="" type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)			
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise  <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability  <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act  <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions

V. ORIGIN (Place an "X" in One Box Only)							
<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment	

<b>VI. CAUSE OF ACTION</b>	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
	Brief description of cause: Claim for Fees and other damages

<b>VII. REQUESTED IN COMPLAINT:</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No
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<b>VIII. RELATED CASE(S) IF ANY</b>	(See instructions):	JUDGE	DOCKET NUMBER
DATE	SIGNATURE OF ATTORNEY OF RECORD		

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CIVIL ACTION**

Koresko Law Firm, P.C.  
200 West Fourth Street  
Bridgeport, Pa. 19405

Case No. \_\_\_\_\_

vs

**Declaratory and Other Relief**

Hubert L. Brown, Ph.D.  
Executor of the Estate of Lessie Mae Brown  
And Trustee of the Lessie Mae Brown Trust  
2907 Bluestem Ct.  
North Newton, Kansas 67117

**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE THAT pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendants (Koresko Parties) respectfully remove the above captioned matter from the Court of Common Pleas of Montgomery County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania and in support thereof states as follows:

1. On November 19, 2009, Koresko Law Firm P.C. commenced an action in the Court of Common Pleas of Montgomery County, Pennsylvania at No. 2009-37442. The action is related to another matter in the Court of Common Pleas of Montgomery County, Orphans Division filed at No. 2009-3893 which is subject to a separate but contemporaneous Notice of Removal to this Court.

2. A true and correct copy of the relevant pleadings are attached as exhibit "A".

3. Fewer than 30 days have passed since the initiation of this action. After the initiation of this matter Plaintiffs, based on pleadings filed by the Defendants herein and the separate

action filed at 2009-3893, determined that removal was appropriate. The removal is timely pursuant to 28 U.S.C. §1446(b).

4. Hubert Brown the Trustee in the above captioned matter is a resident of the state of Kansas with his residence at 2907 Bluestem Ct., Newton, Kansas.

5. Koresko Law Firm, P.C. is a professional corporation with a principal office at 200 W. Fourth St., Bridgeport, Pa.

7. The amount in controversy in this matter in this contract/fee dispute includes the attorneys fees, costs and interest as well as damages on claims for commercial defamation and related torts and exceeds the jurisdictional threshold of \$75,000 under 28 U.S.C. §1332.

8. 28 U.S.C. 1441 provides in pertinent part that any civil action brought in state court over which the District Court has original jurisdiction may be removed to the district court of the United States for the district and division embracing the place where such action is pending.

9. The above captioned matter is one over which the District court has jurisdiction based upon diversity of citizenship and the amount in controversy. As Montgomery County is within the Eastern District of Pennsylvania removal is proper to the United States District Court for the Eastern District of Pennsylvania.

10. The Koresko Law Firm, P.C. does not waive any defense, objection, exception or motions by filing this Notice of Removal.

11. The Koresko Law Firm, P.C. will give prompt notice of this filing to all adverse parties and shall file a copy with the Court of Common Pleas of Montgomery County, in compliance with 28 U.S.C. §1446(D).

12. Removal is proper in this case.

Wherefore, this action is hereby removed from the Court of Common Pleas of Montgomery County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Koresko', with a long horizontal flourish extending to the right.

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John J. Koresko, V  
Attorney for Koresko Law Firm, P.C.

Pa. I.D. 42795  
200 W. Fourth Street  
Bridgeport, Pa. 19405  
610-992-2200

### CERTIFICATE OF SERVICE

I hereby certify that the Notice of Removal has been served on all parties and interested counsel by first class mail to the addresses appearing below and on the date noted.

Betty Montana, Esq.  
11 East Airy Street  
Norristown, Pa. 19401

Jennifer DiVeterano Gayle, Esq.  
Mannion Prior, LLP  
840 First Ave., Suite 100  
King of Prussia, Pa. 19406

December 18, 2009



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John J. Koresko, V, Esquire  
200 West 4<sup>th</sup> Street  
Bridgeport, Pa. 19405  
610-992-2200

**IN THE COURT OF COMMON PLEAS  
MONTGOMERY COUNTY, PENNSYLVANIA  
Civil Division**

Koresko Law Firm, P.C.  
200 West Fourth Street  
Bridgeport, Pa. 19405

Case No.2009-37442

vs

**Declaratory and Other Relief**

Hubert L. Brown, Ph.D.  
Executor of the Estate of Lessie Mae Brown  
And Trustee of the Lessie Mae Brown Trust  
2907 Bluestem Ct.  
North Newton, Kansas 67117

**PRAECIPE FOR REMOVAL TO DISTRICT COURT**

To The Prothonotary:

Kindly remove the above entitled action from this Court to the United States District Court for the Eastern District of Pennsylvania. Notice of Removal was filed with the District Court on December 18, 2009. A copy of the Notice is attached hereto as Exhibit A.



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John J. Koresko, V  
In his own right and as  
Attorney for Koresko Law Firm, P.C.

Pa. I.D. 42795  
200 W. Fourth Street  
Bridgeport, Pa. 19405  
610-992-2200

**IN THE COURT OF COMMON PLEAS  
MONTGOMERY COUNTY, PENNSYLVANIA  
Civil Division**

Koresko Law Firm, P.C.  
200 West Fourth Street  
Bridgeport, Pa. 19405

Case No. \_\_\_\_\_

vs

**Declaratory and Other Relief**

Hubert L. Brown, Ph.D.  
Executor of the Estate of Lessie Mae Brown  
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North Newton, Kansas 67117

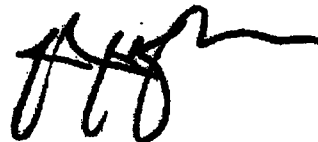
**Praecipe For Writ of Summons**

To the Prothontary:

Please issue a Summons in Civil Action in the above case.

Writ of Summons shall be forwarded to X Attorney \_\_\_\_\_ Sheriff

Date: 11-18-09



John J. Koresko, V  
Pa. I.D. 42795  
Attorney for Plaintiff  
200 W. Fourth St.  
Bridgeport, Pa. 19405  
610-992-2200



2009-37442-0000  
11/19/2009 9:37:15 AM  
Summons Civil Action  
Receipt# 2009-9-03686  
Mark Levy - Montgomery County Prothonotary

Jc

**IN THE COURT OF COMMON PLEAS  
MONTGOMERY COUNTY, PENNSYLVANIA  
Civil Division**

Koresko Law Firm, P.C.  
200 West Fourth Street  
Bridgeport, Pa. 19405

Case No. \_\_\_\_\_

vs

**Declaratory and Other Relief**

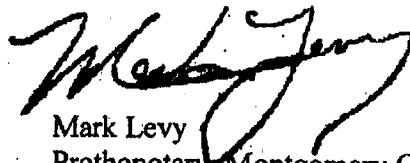
- Hubert L. Brown, Ph.D., individually and as  
- Executor of the Estate of Lessie Mae Brown  
and Trustee of the Lessie Mae Brown Trust  
and the Estate of Lessie Mae Brown and  
the Lessie Mae Brown Trust  
2907 Bluestem Ct.  
North Newton, Kansas 67117

**Writ of Summons**

TO: Hubert L. Brown; Estate of Lessie Mae Brown; Lessie Mae Brown Trust:

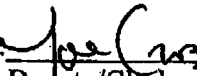
**YOU ARE NOTIFIED THAT THE PLAINTIFF(S) HAVE COMMENCED  
AN ACTION AGAINST YOU.**

SEAL

  
Mark Levy

Prothonotary, Montgomery County

Date: 11-19-09

By:   
Deputy/Clerk



IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

VS.

NO.

**COVER SHEET OF MOVING PARTY**

Date of Filing 11-20-09 Moving Party Koresko Law Firm  
 Counsel for Moving Party John J. Koresko, V I.D. No. 42795  
 Document Filed (Specify) Petition To Stay Proceedings  
and Compel Arbitration  
 Matter is (Check One) ☐ (Appealable) ☒ (Interlocutory)  
 Oral Argument ☐ (Yes) ☒ (No)

**CERTIFICATIONS - Check ONLY if appropriate:**

- ☐ Counsel certify that they have conferred in a good faith effort to resolve the subject discovery dispute. (Required by Local Rule 208.2(e) on motions relating to discovery.)
- ☐ Counsel for moving party certifies that the subject **civil motion** is **uncontested** by all parties involved in the case. (If checked, skip Rule to Show Cause section below.)

By: \_\_\_\_\_

Counsel for Moving Party

**RULE TO SHOW CAUSE - Check ONE of the Choices Listed Below:**

- ☒ Respondent is Directed to Show Cause, in the Form of a Written Response, Why the Attached Motion Should Not be Granted. Rule Returnable the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 1:00 p.m. in Court Administration 2<sup>nd</sup> Flr.
- ☐ Respondent is Directed to Show Cause, in the Form of a Written Response, Why the Attached Family Court Discovery Motion Should Not be Granted. Rule Returnable and Argument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 1:00 p.m. at 321 Swede Street, Norristown, Pa.
- ☐ Respondent is Directed to File a Written Response in Conformity with the Pennsylvania Rules of Civil Procedure.
- ☐ Rule Returnable at time of trial.

By: \_\_\_\_\_

Court Administrator

6/09

**IN THE COURT OF COMMON PLEAS  
MONTGOMERY COUNTY, PENNSYLVANIA  
Civil Division**

Koresko Law Firm, P.C.  
200 West Fourth Street  
Bridgeport, Pa. 19405

vs.

Hubert L. Brown, Ph.D., individually and as  
Executor of the Estate of Lessie Mae Brown  
and Trustee of the Lessie Mae Brown Trust  
and the Estate of Lessie Mae Brown and  
the Lessie Mae Brown Trust  
2907 Bluestem Ct.  
North Newton, Kansas 67117

Case No. 09-37442

**Declaratory and Other Relief**

**ORDER**

And now this \_\_\_\_\_ day of \_\_\_\_\_, 2009 upon consideration of the Plaintiffs' Petition to Stay Proceedings and to Compel Arbitration, and any response thereto, it is hereby ORDERED that the Motion is GRANTED. All proceedings are hereby STAYED. It is further ORDERED that the Defendants must submit to arbitration or alternative dispute resolution consistent with the terms of the parties' agreement which was attached to the Petition. Plaintiffs are directed to advise defendant and its counsel within 30 days of this Order of its choice or arbitration or alternative dispute resolution. It is further ORDERED that upon completion of arbitration or alternative dispute resolution, Plaintiffs notify the Court and file the appropriate case termination documents.

BY THE COURT:

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John J. Koresko, V, Esq.  
Pa. I.D. #42795  
Koresko Law Firm, P.C.  
200 W. Fourth Street  
Bridgeport, Pa. 19405  
610-992-2200

Attorney For Plaintiffs

**IN THE COURT OF COMMON PLEAS  
MONTGOMERY COUNTY, PENNSYLVANIA  
Civil Division**

Koresko Law Firm, P.C.  
200 West Fourth Street  
Bridgeport, Pa. 19405

**Plaintiff**

vs.

Hubert L. Brown, Ph.D., individually and as  
Executor of the Estate of Lessie Mae Brown  
and Trustee of the Lessie Mae Brown Trust  
and the Estate of Lessie Mae Brown and  
the Lessie Mae Brown Trust  
2907 Bluestem Ct.  
North Newton, Kansas 67117

**Defendants**

Case No.09-37442

**Declaratory and Other Relief**

**Petition To Stay Proceedings and  
Compel Arbitration**

Plaintiff, Koresko Law Firm, P.C., respectfully requests that this Court enter an order to stay all proceedings and to compel arbitration and in support thereof represent as follows:

1. Plaintiff commenced this action by Writ of Summons filed contemporaneously.
2. Plaintiffs were retained as counsel by Defendant Hubert L. Brown in connection with the Estate and Trust of the late Lessie Mae Brown. Defendant Hubert L. Brown serves as the executor of the Estate of Lessie Mae Brown and as the Trustee of the Lessie May Brown Trust.

3. This matter arises from a contract made in Montgomery County, from services rendered in Montgomery County, and relates to a res located in Montgomery County.

4. Defendant accepted legal services from Plaintiff subject to the terms of the **LEGAL SERVICES AGREEMENT** dated January 8, 2008 and attached hereto as "Exhibit 1".

5. The **LEGAL SERVICES AGREEMENT** in paragraph 12 states:

"Dispute resolution-arbitration. The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter. The parties consent to exclusive personal jurisdiction in any state or federal court or forum for arbitration or dispute resolution located in the Eastern District of Pennsylvania where an action is commenced. Service of any paper or pleading may be effected by certified mail or such other means requiring signature confirming receipt, sent to the address of the party set forth herein. The forum selection provision is material part of Attorney's inducement to enter into representation. Attorney shall have the exclusive discretion to elect a form of binding arbitration or alternative dispute resolution in lieu of any proceeding in any court of law involving the terms of this agreement."

6. A dispute now exists between Plaintiff and Defendant as to the amount of the fee to be paid for legal services rendered, as well as other amounts that may be awarded.

7. Defendant terminated the attorney-client relationship with Plaintiff in the first part of September 2009. On September 11, 2009, the client file was delivered to new counsel, Ms. Betty Montana, Esquire. On September 24, 2009 a check in the amount of \$180,000 payable to the Lessie Mae Brown Trust was delivered to Ms. Montana's office. The check represents the proceeds of the sale of real estate: \$215,887.24 less the attorney's fees due to Plaintiffs.

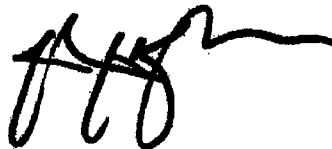
8. In October 2009, Defendant contacted the Legal Fee Dispute Resolution Committee of the Montgomery Bar Association; and shortly thereafter, Plaintiff wrote to the Chairman of that Committee, asking whether a member of that Committee would be willing to serve as an

arbitrator pursuant to the Legal Services Agreement. To date Plaintiff has had no response from the Committee or its Chairman.

9. On information and belief, said Committee communicated Plaintiff's desire to arbitrate to Defendants.
10. On November 17, 2009 Plaintiffs received correspondence from Attorney Jennifer DiVeterano Gayle of Mannion Prior, LLP. A copy of the correspondence is attached as "Exhibit 2". The correspondence threatens to commence suit in a court of law on behalf of Mr. Brown and the Estate and Trust.
11. Plaintiff herein now exercises his discretion under the Legal Services Agreement noted above and shall proceed to arbitration. Service of this Motion shall serve as notice to Defendants and counsel of the intent to proceed to arbitration.
12. The actions of Defendant to date and the correspondence from his counsel clearly demonstrate the intent of Defendants not to comply with the arbitration and alternative dispute resolution provisions of the Legal Services Agreement.

For the reasons stated herein, Plaintiff respectfully requests that the Court enter an order staying all proceedings involving this subject matter and compelling the parties to proceed to arbitration or alternative dispute resolution as specified in the Legal Services Agreement.

Respectfully submitted,

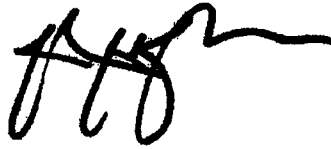


John J. Koresko, V, Esquire  
Pro Se and as counsel for  
Koresko Law Firm, P.C.

November 20, 2009

**Verification**

I hereby verify that the statements contained in the attached Petition are true and correct to the best of my knowledge, information and belief. I make this verification subject to the penalties of 18 Pa. C. S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'J. Koresko', written over a horizontal line.

John J. Koresko, V

November 20, 2009

**Koresko & Associates**

A PROFESSIONAL CORPORATION

Attorneys

John J. Koresko, V \*\*  
Jeanne D. Bonney \*\*200 West Fourth Street  
Bridgeport, Pennsylvania 19405(610) 992-2200  
Fax (610) 992-1091+ Certified Public Accountant  
\* Also Admitted in Florida  
\*\* Also Admitted in New Jersey

January 8, 2008

Mr. Hubert L. Brown  
2907 Bluestem Ct.  
North Newton, KS 67117**RE: Legal Services Agreement  
Estate of Lessie Mae Brown / Lessie Mae Brown Trust**

Dear Mr. Brown :

1. **Introduction.** We thank you for the opportunity to be of service in the above-captioned matter. We would like to set forth the terms of our representation, in accordance with the Rules of Professional Conduct of the Pennsylvania Bar ["the Rules"].
2. **Definitions.** The terms "you," or "your," or "Client" include you, and all those who act at your direction, including your successors, and assigns; and refers to you in your capacity as fiduciary of the aforesaid estate and trust. The terms "we" or "Attorney" refer to this firm.
3. **Scope of Representation.** The legal services to be provided by Attorney to Client are as follows: representation of Client in connection with (a) probate and administration of the Estate of Lessie Mae Brown, and (b) duties of Client as Trustee of that certain "Lessie Mae Brown Trust" dated October 3, 1993. The Rules specifically permit Pennsylvania lawyers to provide non-legal services so long as a client is aware of the limitations on the engagement. All legal services will be performed by us in the jurisdictions in which our attorneys are admitted to the extent we are ever asked to provide same. To the extent of any matters involving the law of other jurisdictions, you authorize us to utilize counsel admitted in that jurisdiction and you will bear the expense of same.
4. **Retainer and future fees.** You will be responsible for all charges relating to services we provide, based upon the following. Our fees for services are generally based upon hourly charges for time expended. At present, our professional staff generally bill at the rate of \$185 to \$400 per hour, depending on experience. Services of legal assistants are billed at up to \$100 per hour. These rates are subject to change. These rates are only guides for management; we reserve the right to increase or decrease the amount we bill based upon either the values of services or the customary charges for certain services, which may not reflect actual time expended. For example, in certain engagements, we have billed on the basis of a percentage of assets transferred. In any event, the Rules require that our fees be reasonable based on the results achieved and other factors.

You will be responsible for all costs we incur in conjunction with this representation. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process

Ex. I



Mr. Hubert L. Brown

January 8, 2008

server fees. Items that are not to be considered costs, and that must be paid by Client without being either advanced or contributed to by Attorney, include, but are not limited to, other parties' costs, if any, that Client is ultimately required to pay.

We anticipate that you will be billed periodically, but you agree that we may present one or more bills at any time in our sole discretion. We expect that you will remit payment promptly upon receipt of your bill. We will charge an additional fee of one and one-half percent (1 1/2%) per month on all balances outstanding more than thirty (30) days.

We respectfully request a **services retainer of \$5,000**, to be paid within five (5) days, which will be deemed earned when paid. This is to be considered a retainer for making ourselves available to you and for our good-faith involvement in your matters. Because of the size of our firm, an engagement of the magnitude we expect will cause us to possibly decline other business opportunities. We may ask you for additional advance retainer payments in the future. In determining fair billing, we may compare the value of time expended against the retainer fees, but the retainer payments will not be held in trust, nor refunded if our representation is terminated.

5. Referral of work. In the event we find that it is in your best interests, we may refer all or a portion of the required work in this matter to another attorney or professional services provider, including one in which we have a direct or indirect ownership interest or other relationship. In such case, there may be a sharing of fees on terms which are mutually acceptable to this firm and counsel to whom we make the referral. Our fees are set without regard to whether there is a fee sharing arrangement. However, you are ultimately responsible for the fees which are charged by the attorney or other professional services firm.

6. Conflicts of interest. The Rules require us to notify you of potential or actual conflicts of interest of which we have actual knowledge. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. Attorney believes in good faith that there is no impediment to his ability to zealously represent Client consistent with the Rules of Professional Conduct.

Client understands that Client and Attorney have fiduciary duties to beneficiaries of said estate and trust under applicable law. Accordingly, Attorney will not take any actions that Attorney, in his sole and absolute discretion, determines to be in conflict with those duties, even if that action is contrary to the wishes of Client.

7. Discharge. Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney for all services provided and to reimburse Attorney for all costs advanced.

8. Withdrawal. Attorney may withdraw at any time as permitted under the Rules of Professional Conduct governing Pennsylvania lawyers. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The client consents, or (b) the client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively, or (c) the representation is so unduly burdensome as to impair Attorney's ability to effectively represent Client. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney for all services



Mr. Hubert L. Brown

January 8, 2008

provided, and to reimburse Attorney out of the recovery for all costs advanced, before the withdrawal.

9. Release of documents. At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property, so long as Client executes such evidence of Attorney's lien for fees as Attorney shall require pursuant to Pennsylvania law and pays all costs associated with production of any documents. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation. Attorney may charge a reasonable fee for reproduction and shipping costs.

10. No guaranty of results. Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty or warranty of any type, nor an inducement to remain in any litigation. Client acknowledges that Attorney has not confirmed the viability of the anticipated legal action, and it may be foreclosed by any statute of limitations or other defense raised by Defendants.

11. Entire agreement. This agreement contains the entire agreement of the parties and shall be interpreted and enforced pursuant to Pennsylvania law. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder the agreement will be severable and remain in effect..

12. Dispute resolution - arbitration. The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter. The parties consent to exclusive personal jurisdiction in any state or federal court or forum for arbitration or dispute resolution located in the Eastern District of Pennsylvania where an action is commenced. Service of any paper or pleading may be effected by certified mail or such other means requiring a signature confirming receipt, sent to the address of the party set forth herein. This forum selection provision is a material part of Attorney's inducement to enter into representation. Attorney shall have the exclusive discretion to elect a form of binding arbitration or alternative dispute resolution in lieu of any proceeding in any court of law involving the terms of this agreement.

13. Conclusion. We will be happy to begin our additional work upon receipt of the aforementioned initial retainer and a copy of this letter which has been signed below to acknowledge the terms set forth above. Failure to sign this letter shall not be a defense to the terms set forth herein if we begin services based upon oral direction by You or You fail to inform us in writing of your objection to the foregoing terms. We shall assume no responsibility to begin any services or treat you as a client unless and until we receive written notice of your acceptance of the terms set forth herein. **If you have any questions about the terms of this letter, we encourage you to get an explanation from independent legal counsel.** This is our entire agreement unless it is amended in a writing signed by You and our firm. We look forward to serving you.

Very truly yours,

  
John J. Koresko, V

Mr. Hubert L. Brown

January 8, 2008

**Acknowledgement of Terms of Representation:**

We agree to the foregoing terms of representation. We acknowledge that we have been given the opportunity to seek independent legal counsel before signing this agreement. We understand that no further services will be undertaken without full payment of the above mentioned retainer.

**CLIENT**

**For himself and as fiduciary of Estate of Lessie Mae Brown and Lessie Mae Brown Trust**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Case# 2009-37442-7 Received at Montgomery County Prothonotary on 11/20/2009 12:33 PM, Fee = \$0.00

11/17/2009 16:27 FAX 8102651204

MANNION PRIOR LLP

002/002



## MANNION PRIOR, LLP

November 17, 2009

Via Facsimile and Regular Mail

John J. Koresko, V, Esq.  
Koresko Law Firm PC  
200 W. Fourth Street  
Bridgeport, PA 19405

Re: Estate and Trust of Lessje Mae Brown

Dear Mr. Koresko:

I am writing to advise you that I have been retained by Hubert L. Brown in connection with his efforts to recover the proceeds of sale for the real property located at 1694 Thayer Drive, Blue Bell, Pennsylvania, in the above-captioned Estate and Trust. Betty Montana, Esquire continues to represent Mr. Brown as Executor and as Trustee with respect to the administration of the Estate and Trust.

We are in receipt of the check from your office in the amount of \$180,000.00. Our acceptance and deposit of this check is without prejudice to our right to pursue the balance of the proceeds of sale. In that vein, please provide an immediate accounting of the proceeds of sale and turnover the balance of the proceeds. If we do not receive the same within seven days, we will file suit.

Thank you, and please call me with any questions.

Sincerely,

Jennifer DiVeterano Gayle

cc: Mr. Hubert L. Brown (via email only)  
Betty Narducci Montana, Esq. (via email only)  
James F. Mannion, Esq.

Ex. 2